

### **REMARKS**

Claims 1-16 and 18-32 are currently pending in the subject application and are presently under consideration. Claims 1 and 31-33 have been amended at pages 2-6 of the Reply.

Swift, *et al.* at the time of the filing of the subject application was under an obligation of assignment to Microsoft Corporation as was the subject application. Since Swift, *et al.* was not published until September 26, 2006 and the subject application was filed on December 5, 2003, it does not qualify as prior art under 35 U.S.C. §102(a). Moreover, the Swift, *et al.* publication date of September 26, 2006 is not more than one year prior to the December 5, 2003 filing date of the subject application, and therefore, the cited reference does not qualify as prior art under 35 U.S.C. §102(b). As such, under 35 U.S.C. §103(c) Swift, *et al.* is disqualified as a citable prior art reference for the rejections under 35 U.S.C. §103(a).

Applicants' representative thanks Examiner Traore for the courtesies extended during the telephonic interview conducted on October 16, 2008. Examiner was contacted to discuss the claim rejections under 35 U.S.C. §102(e) and 35 U.S.C. §103(a). During the interview a set of proposed amendments were presented to overcome the rejections identified in the Office Action. Examiner indicated that the amendments appeared to overcome the cited references and that further search and consideration was required to determine if the claims would be allowed. These amendments have been incorporated into the claims as shown above.

Favorable reconsideration of the subject patent application is respectfully requested in view of the comments and amendments herein.

#### **I. Rejection of Claims 31 and 32 Under 35 U.S.C. §102(e)**

Claims 31 and 32 stand rejected under 35 U.S.C. §102(e) as being anticipated by Corigan *et al.* (US 6,640,097). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Corigan, *et al.* does not teach each and every element of the subject invention as recited in the subject claims.

For a prior art reference to anticipate, 35 U.S.C. §102 requires that "each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950 (Fed. Cir.

1999) (*quoting Verdegaal Bros., Inc. v. Union Oil Co.*, 814 F.2d 628, 631, 2USPQ2d 1051, 1053 (Fed. Cir. 1987)).

Independent claim 31 recites *a security parameter packet inherited by a business object to facilitate access to a subscription platform database, wherein the security parameter packet includes at least a security parameter for conversion of a subscription of a subscriber from a second type associated with a second partner to a first type associated with the first partner, wherein the security parameter indicates allow ability of the first partner to convert the subscription from the second type to the first type.* The subject claims disclose security parameters that support restricting a tenant from converting a subscription from a first type associated with another tenant to a second type associated with them self. This is a novel feature that prevents one partner from converting another partner's subscription to their own subscription type. For example, in the telephone industry long distance companies have been known to convert a telephone customer's phone line to employ their long distance service over the one selected by the customer without the customer's permission. This has been a significant problem termed "slamming" which allows long distance companies to effectively steal another long distance company's customers. Moreover, the customer isn't notified when it occurs and only finds out later when they review their phone bill. Corrigan, *et al.* is concerned with WAP provisioning and silent regarding a security option that prevents partners from stealing each other's customers by preventing conversion of a subscription from a type of a second partner to a type of a first partner. The Office Action dated June 24, 2008 cites column 2, lines 5-7 and column 3, lines 19-24 of Corrigan, *et al.* as teaching this feature. On the contrary, column 2, lines 5-7 merely states a service conversion platform is provided and column 3, lines 19-24 merely describes a subscribers access rights to subscribed services. The sections are silent regarding a specific security parameter for restricting a first partner from converting a subscription from second partner's type to the first partner's type. As such, Corrigan, *et al.* fails to teach all of the elements of claim 31.

Independent claim 32 recites *at least one security field indicating global security parameters in a subscription platform database, wherein the global security parameters include at least a security parameter for conversion of a subscription of a subscriber from a first type associated with a first tenant to a second type associated with a second tenant, wherein the*

*security parameter for conversion indicates allow ability of the second tenant to convert the subscription from the first type to the second type; at least one object field associated with an account in the database; and at least one class field to associate the security field and the object field.* As noted supra, Corrigan, *et al.* fails to disclose security parameters including at least a parameter for restricting conversion of a subscription from a first type associated with a first tenant to a second type associated with a second tenant and thus does not disclose all of the limitations of claim 32.

In view of the foregoing, applicants' representative respectfully submits that Corrigan, *et al.* fails to teach or suggest all limitations of independent claims 31 and 32. Accordingly, withdrawal of this rejection is respectfully requested.

## **II. Rejection of Claims 1-3, 5-6, and 8 Under 35 U.S.C. §103(a)**

Claims 1-3, 5-6, and 8 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Cheng (US 7,096,491) in view of Higley *et al.* (US 5,913,025). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Cheng and Higley *et al.* do not teach each and every element of the subject invention as recited in the subject claims.

A factfinder should be aware, of course, of the distortion caused by hindsight bias and must be cautious of arguments reliant upon *ex post* reasoning. See *KSR v. Teleflex*, 550 U.S. \_\_\_, 127 S. Ct. 1727 (2007) citing *Graham v. John Deere Co. of Kansas City*, 383 U. S. 1, 36 (warning against a "temptation to read into the prior art the teachings of the invention in issue" and instructing courts to "'guard against slipping into the use of hindsight'" (quoting *Monroe Auto Equipment Co. v. Heckethorn Mfg. & Supply Co.*, 332 F. 2d 406, 412 (CA6 1964))).

The subject claims relates to verification of permission for an entity to access objects in multiple entity shared environment. For example, in a subscription and billing system, where multiple tenants have data stored in a shared database, access to data and objects can be restricted such that a first tenant does not have access to data or objects accessible by a second tenant. There may also be objects that both tenants can access. Furthermore, a first entity can be prevented from stealing a second entity's customers by preventing to access an object that supports conversion of subscription types between entities. In particular, independent claim 1

*recites a platform component that receives a request to access an object by a first entity, wherein the first entity is attempting to convert a subscription from a second type of a second entity to a type of the first entity; a data store that stores security information on classes of the objects, wherein the security information includes a security parameter that indicates allow ability of the first entity to convert the subscription from the second type to the first type; and a verification component that employs the security information to verify that the first entity has permission to call an Application Programming Interface (API) for the object or operate on the object to convert the subscription from the second type to the first type.*

Cheng does not teach or suggest all of the aforementioned novel features as recited in the subject claim. The cited reference discloses a system for managing access rights to subscriptions of applications. However, the access rights are related to a particular user accessing a subscribed application for themselves. Cheng does not disclose a security parameter for controlling a first entity from converting a subscription from the second type of a second entity to the first type of the first entity. In addition, Higley *et al.* also fails to teach this feature of the subject claim. Higley *et al.* discloses a system that allows for proxy authentication when accessing objects. However, this reference is also silent regarding a security parameter for controlling a first entity from convert a subscription from the second type of a second entity to the first type of the first entity.

In view of the foregoing, applicants' representative respectfully submits that Cheng and Higley *et al.*, alone or in combination, fails to teach or suggest all limitations of independent claim 1 (and claims 2, 3, 5, 6 and 8 that depend there from), and thus fails to make obvious the subject claims. Accordingly, withdrawal of this rejection is respectfully requested.

### **III. Rejection of Claims 18-29 Under 35 U.S.C. §103(a)**

Claims 18-29 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Corrigan *et al.* (US 6,640,097) in view of Beckwith *et al.* (US 6,330,598). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Corrigan, *et al.* and Beckwith, *et al.* do not teach each and every element as recited in the subject claims.

Independent claim 18 recites *storing one or more security options in a database, the security options related to an automated billing and provisioning system, wherein the security options include at least conversion of a subscription from a first type associated with a first*

*tenant to a second type associated with a second tenant, wherein the security option indicates allow ability of the second tenant to convert the subscription type from the first type to the second type.* The subject claims disclose security options that support restricting conversion of a subscription from a first type associated with a first tenant to a second type associated with a first tenant. This prevents one tenant from stealing another tenant's customers by converting their subscription. As discussed above with respect to claims 31 and 32, Corrigan, *et al.* does not teach this feature. Beckwith, *et al.* also fails to teach this feature of the claim. The cited reference discloses a global service management system for a telecommunication company. The communications network employs a plurality of signal control points provided by a plurality of vendors to manage the communication services. Traditionally, the vendors provide their own software for managing their signal control points. These vendor provided tools are not compatible with each other, which creates a problem when a customer of the telecom company wants to add, modify, and deletes services. The changes must be made using each of the vendors provided software tools for each signal control point. Beckwith, *et al.* provides a unified interface for a telecom employee to propagate the updates to the vendor provided tools. The sections of the reference cited in the Office Action merely make reference to adding, modifying, and deleting services, which is done by the employee of the telecom. All security checks are done based upon the employee making the change. The cited reference is describing a single entity telecommunications company managing their network service offering. As such, Beckwith, *et al.* is also silent regarding *a security option which include at least conversion of a subscription from a first type associated with a first tenant to a second type associated with a second tenant, wherein the security option indicates allow ability of the second tenant to convert the subscription type from the first type to the second type* as disclosed in the subject claim.

In view of the foregoing, applicants' representative respectfully submits that Corrigan, *et al.* and Beckwith, *et al.*, alone or in combination, fail to teach or suggest all limitations of independent claim 18 (and claims 19-29 that depend there from), and thus fails to make obvious the subject claims. Accordingly, withdrawal of this rejection is respectfully requested.

**IV. Rejection of Claims 4, 7, and 13-16 Under 35 U.S.C. §103(a)**

Claims 4, 7, and 13-16 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Cheng (US 7,096,491) in view of Higley *et al.* (US 5,913,025) in further view of Corrigan *et al.* (US 6,640,097). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Cheng, Higley *et al.*, and Corrigan, *et al.* do not teach each and every element as recited in the subject claims.

Claims 4, 7 and 13-16 depend from independent claim 1. As discussed above, Cheng and Higley *et al.* fail to teach or suggest all limitations of independent claim 1 and as discussed with respect to the similar limitations of claims 31 and 31 above, Corrigan, *et al.* is also silent regarding *a security parameter that indicates allow ability of the first entity to convert the subscription from the second type to the first type; and a verification component that employs the security information to verify that the first entity has permission to call an Application Programming Interface (API) for the object or operate on the object to convert the subscription from the second type to the first type* as recited in claim 1.

Accordingly, applicants' representative respectfully submits that Cheng, Higley *et al.*, and Corrigan, *et al.*, alone or in combination, fail to teach or suggest all limitations as recited in independent claim 1 (and claims 4, 7, 8 and 13-17 that depend there from), and thus fails to make obvious the subject claims. As such, this rejection should be withdrawn.

**V. Rejection of Claims 9-12 Under 35 U.S.C. §103(a)**

Claims 9-12 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Cheng (US 7,096,491) in view of Higley *et al.* (US 5,913,025) in further view of Garg *et al.* (US 6,289,458). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Cheng, Higley *et al.*, and Garg, *et al.* do not teach each and every element as recited in the subject claims.

Claims 9-12 depend from independent claim 1. As discussed above, Cheng and Higley *et al.* fail to teach or suggest all limitations of independent claim 1 and Garg, *et al.* fails to make up for the deficiencies these references with respect to this independent claim. Garg, *et al.* discloses a system for managing access rights to objects, as well as, individual or sets of properties or objects within an object. However, the cited reference is silent *a security parameter that indicates allow ability of the first entity to convert the subscription from the second type to the*

*first type; and a verification component that employs the security information to verify that the first entity has permission to call an Application Programming Interface (API) for the object or operate on the object to convert the subscription from the second type to the first type as recited in claim 1.*

Accordingly, applicants' representative respectfully submits that Cheng, Higley *et al.*, and Garg, *et al.*, alone or in combination, fail to teach or suggest all limitations as recited in independent claim 1 (and claims 9-12 that depend there from), and thus fails to make obvious the subject claims. As such, this rejection should be withdrawn.

**VI. Rejection of Claim 30 Under 35 U.S.C. §103(a)**

Claim 30 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Corrigan *et al.* (US 6,640,097) in view of Higley *et al.* (US 5,913,025). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Corrigan *et al.* and Higley *et al.* do not teach each and every element of the subject invention as recited in the subject claims.

Independent claim 30 recites *means for authenticating a first entity attempting access to an online billing and service, wherein the first entity is attempting to convert a subscription from a second type of a second entity to a type of the first entity; means for authorizing the first entity to convert the subscription from a second type of a second entity to a type of the first entity upon verifying at least one security parameter, wherein the at least one security parameter includes a security parameter indicates allow ability of the first entity to convert the subscription from the second type to the first type.* As noted supra, Corrigan, *et al.* and Higley *et al.* do not teach security parameters for restricting a first entity from converting a subscription from a second type associated with a second tenant to a first type associated with them self.

Accordingly, applicants' representative respectfully submits that Corrigan, *et al.* and Higley *et al.* fail to teach or suggest all limitations as recited in independent claim 30, and thus fails to make obvious the subject claims. As such, this rejection should be withdrawn.

**CONCLUSION**

The present application is believed to be in condition for allowance in view of the above comments and amendments. A prompt action to such end is earnestly solicited.

In the event any fees are due in connection with this document, the Commissioner is authorized to charge those fees to Deposit Account No. 50-1063 [MSFTP502US].

Should the Examiner believe a telephone interview would be helpful to expedite favorable prosecution, the Examiner is invited to contact applicants' undersigned representative at the telephone number below.

Respectfully submitted,

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